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etc., *Ry. Co. v. Matthews*, *supra*; *Gulf, etc. Ry. Co. v. Ellis*, *supra*; *Chicago, etc. Ry. Co. v. Moss* (1882), 60 Miss. 641.

CONSTITUTIONAL LAW — VESTED RIGHT OF DEFENSE — DEPRIVATION OF PROPERTY RIGHTS.—The plaintiff, a citizen of Indiana, employed by the defendant, an interstate company, was injured through the negligence of a fellow servant, in Illinois. By the laws of the latter state he could not recover, but an Indiana statute permitted a recovery for an injury caused by a fellow servant under such circumstances. A further statute of Indiana provided that where the injury was sustained in another state, it should not be competent for the railway company to prove the statutes or decisions of such state, as a defense to an action brought in Indiana. Plaintiff brought suit in Indiana. *Held*, that the statute, in so far as it deprived the railway company of setting up the defenses named, operated as a confiscation of property rights in violation of the Fourteenth Amendment; that as such it was unconstitutional, and that the law of the place of injury would control. *Baltimore & Ohio Ry. Co. v. Read* (1902), — Ind. —, 62 N. E. Rep. 488, 56 L. R. A. 468.

A vested right of action is property. COOLEY ON CONSTITUTIONAL LIMITATIONS, 6th ed., 443; *Streubil v. Milwaukee, etc. Ry. Co.* (1860), 12 Wis. 74. And a vested right of defense is equally protected. *Pritchard v. Norton* (1882), 106 U. S. 124, 27 L. ed. 104, 1 Sup. Ct. Rep. 102. The legislature may alter rules of evidence but it cannot preclude a party from setting up his rights. COOLEY ON CONSTITUTIONAL LIMITATIONS, 6th ed. 452; *Wright v. Cradlebaugh* (1867), 3 Nev. 341; *Little Rock, etc. Ry. Co. v. Payne* (1878), 33 Ark. 816, 34 Am. Rep. 55. But conditions may be imposed upon the setting up of such rights. *Lombard v. Antioch College* (1884), 60 Wis. 459. But such conditions must not be unreasonable. *Lassiter v. Lee* (1880), 68 Ala. 287. And the legislature may establish a conclusive rule in matters unessential and only jurisdictional. *In re Orloff Lake* (1887), 40 La. An. 142, 3 So. Rep. 479.

The law of the place where the injury is sustained controls. *Alexander v. Pennsylvania Co.* (1891), 48 Ohio St. 623, 30 N. E. 69; *Hyde v. Wabash, etc. Ry. Co.* (1883), 61 Ia. 441, 47 Am. R. 820; *Ala. etc. Ry. Co. v. Carroll* (1892), 97 Ala. 126, 18 L. R. A. 433. Statutes prescribing a penalty or giving right of action for a tort committed have no extraterritorial effect. HUTCHINSON ON CARRIERS, 2d edition, § 789 a; *Carnahan v. Western Union Tel. Co.* (1883), 89 Ind. 526, 46 Am. R. 175; *Hyde v. Wabash etc. Ry. Co.*, *supra*. But rights acquired under a statute may be enforced in another state, if not against the law or policy of the state in which it is sought to be enforced. *Nathan v. Lee* (1898), 152 Ind. 232, 43 L. R. A. 820, 52 N. E. 987.

CONTRACT — PERFORMANCE — LEGAL HOLIDAY. — Defendant had agreed to purchase certain stock if tendered on January 1, 1898. January 1 was a holiday. It was provided by statute that negotiable paper falling due upon a holiday should be deemed payable on the next succeeding business day; and that holidays should be considered as Sunday so far as the transaction of business in the public offices of the state was concerned. January 2, 1898 fell upon Sunday. Plaintiff tendered the stock on January 3, 1898, but defendant refused to receive it, and an action was brought to recover damages for this breach of the contract. *Held*, that the action could not be maintained. *Page v. Shainwald* (1901), 169 N. Y. 246, 62 N. E. Rep. 356, 57 L. R. A. 173.

"In the present state of the statutes," said the court, "we are of opinion that upon holidays other than Sunday all transactions may be carried on as